

<b>MARIA L. TAPIA-PIOZET,</b>	)	<b>AGBCA No. 2005-153-1</b>
	)	
Appellant	)	
	)	
<b>Representing the Appellant:</b>	)	
	)	
Benjamin C. Sanchez, Esquire	)	
Tierney Watson Healy	)	
595 Market Street, Suite 2360	)	
San Francisco, California 94105-2835	)	
	)	
<b>Representing the Government:</b>	)	
	)	
Ritu Ahuja, Esquire	)	
Office of the General Counsel	)	
U. S. Department of Agriculture	)	
33 New Montgomery, 17th Floor	)	
San Francisco, California 94105-4511	)	

### **DECISION OF THE BOARD OF CONTRACT APPEALS**

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August 1, 2005

**Before POLLACK, VERGILIO, and WESTBROOK, Administrative Judges.**

#### **Opinion for the Board by Administrative Judge VERGILIO.**

On May 18, 2005, the Board received a notice of appeal from Maria L. Tapia-Piozet of Vallejo, California, said to be filed pursuant to the Contract Disputes Act of 1978, 41 U.S.C. §§ 601-613, as amended (CDA). In the notice of appeal, counsel specifies, "Appellant asserted a claim against the contracting agency for breach of a third party beneficiary contract arising out of that contract entered into between her employer, Anderson-davis, Inc., and the United States Forest Service, Region 5[.]" Counsel maintains that the Government limited the individual's ability to work with her employer. In the underlying decision, in addition to distinguishing between an ordering agreement and a contract, in terms of characterizing what the individual refers to as a contract, the contracting officer states that under the Federal Acquisition Regulation (FAR), a claim "means a written demand or written assertion by one of the contracting parties[.]" The contracting officer specifies that because the individual is not a contracting party, the individual may not assert a claim pursuant to the CDA. The individual here disputes the determination of the contracting officer and continues to seek \$48,300.

The apparent lack of Board jurisdiction was discussed on June 16, 2005, during the initial telephone conference. The individual lacks a contract with the Government, and has not identified a proper claim or underlying contract that would support the requested relief. Subsequent to the telephone conference, after having had the opportunity to make a submission addressing Board jurisdiction over this matter, the individual, through counsel, requested that this matter be dismissed for lack of jurisdiction.

**DECISION**

The Board dismisses this matter for lack of jurisdiction.

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**JOSEPH A. VERGILIO**

Administrative Judge

Concurring:

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**HOWARD A. POLLACK**

Administrative Judge

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**ANNE W. WESTBROOK**

Administrative Judge

**Issued at Washington, D.C.**

**August 1, 2005**